

# 1849

A G R E E M E N T

Between

MERCER COUNTY PROSECUTOR

and

THE PROSECUTOR'S SUPERIOR OFFICERS UNIT

EFFECTIVE: January 1, 1994  
EXPIRATION: December 31, 1995

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## PREAMBLE

WHEREAS, the Prosecutor has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the Prosecutor's Office to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the Prosecutor and the citizens of Mercer County; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Prosecutor by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the Prosecutor's Office and to provide an orderly and prompt method for handling and processing grievances;

This Agreement, dated, AUGUST 11, 1994 between the Prosecutor of the County of Mercer, hereinafter referred to as the "Employer", and the Prosecutor's Superior Officers Unit, hereinafter referred to as the "Union"; and

WHEREAS, the Employer and the Union entered into an Agreement on \_\_\_\_\_ which Agreement was approved by the Prosecutor of Mercer County.

NOW, THEREFORE, the parties agree with each other as follows:

1.

### RECOGNITION

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications Captain of Detectives, Captain of Investigators, Lieutenant of Investigators and Sergeant of Investigators, and for such additional classification as the parties may later agree to include.

2.

### MANAGEMENT RIGHTS

2.1 The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and

responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

3. WORK SCHEDULES

3.1 The weekly work schedule shall consist of five (5) consecutive days in any seven (7) day period, which schedule shall be established by the Employer and may be changed by the Employer after giving reasonable notice.

3.2 The weekly work schedule and the starting time of work shifts shall be determined by the Employer and in emergency situations may be changed at the discretion of the Employer.

3.3 A workday shall consist of eight (8) hours, including one (1) hour for lunch which shall be unpaid.

4. OVERTIME

4.1 All employees covered by this bargaining agreement shall not be compensated in any manner whatsoever for any hours they are required to work over their normally scheduled thirty-five (35) hour work week in order to complete their assigned duties. Employees covered by this bargaining agreement are exempt from overtime compensation based on the Fair Labor Standards Amendments of Title 29 CFR parts 541 and 553.

4.2 Any employee who earned compensatory hours prior to October 1, 1983 shall be entitled to retain the benefits of those hours.

4.3 The Employer agrees to provide reimbursement for dinners during the week and lunch and dinner on weekends and holidays for Superior Officers working through a regular scheduled meal period. Prior authorization must be granted by the Prosecutor or designee to work in excess of the normal work day or to work on weekends and holidays.

4.4 Meal reimbursement will be at the rate of \$7.50 for lunch and \$14.00 for dinner. Meal receipts will be required for all reimbursements.

4.5 When an employee is assigned out of the county during the lunch period, 12 p.m. to 1 p.m., he/she shall be reimbursed for lunch costs up to \$7.50.

5. PAY SCALES OR RATES OF PAY

5.1 The salary package for calendar years 1994 and 1995 shall be as follows:

- a. Effective January 1, 1994 all employees shall receive a four (4%) percent salary increase. Effective July 1, 1994 all employees shall receive a one and one-half (1.5%) percent salary increase.
- b. Effective January 1, 1995 all employees shall receive a three and three-quarter (3.75%) percent salary increase. Effective July 1, 1995 all employees shall receive a one and three-quarter (1.75%) percent salary increase.

5.2 All employees in the bargaining unit employed as a Superior Officer shall be paid in accordance with the following schedule:

<u>Title</u>	<u>1/1/94</u>	<u>7/1/94</u>	<u>1/1/95</u>	<u>7/1/95</u>
Captain of Detectives	\$67,991	\$69,011	\$71,599	\$72,852
Captain of Investigators	\$67,991	\$69,011	\$71,599	\$72,852
Lieutenant of Investigators	\$61,946	\$62,875	\$65,233	\$66,375
Sergeant of Investigators	\$49,728	\$50,474	\$52,367	\$53,283

5.3 During the terms of this Agreement, the pay scales shall not be changed unless by mutual consent of the Employer and the Union.

5.4 The following superior officers will receive additional compensation (specialty pay) based on the schedule listed below:

- a. Captain of Operations  
\$1,500 stipend, prorated throughout the year on a biweekly basis in lieu of overtime payments effective January 1, 1994. Effective January 1, 1995 this stipend shall be increased to \$2,000.
- b. Special Investigations Unit Lieutenant  
\$3,500 stipend, prorated throughout the year on a biweekly basis in lieu of overtime payments effective January 1, 1994. Effective January 1, 1995 this stipend shall be increased to \$4,000.
- c. Lieutenant - Criminal Investigation Unit  
\$1,500 stipend, prorated throughout the year on a biweekly basis in lieu of overtime payments effective January 1, 1994. Effective January 1, 1995 this stipend shall be increased to \$2,000.
- d. Sergeant - Narcotics Task Force  
\$3,500 stipend, prorated throughout the year on a biweekly basis in lieu of overtime payments effective January 1, 1994. Effective January 1, 1995 this stipend shall be increased to \$3,750.
- e. Sergeant - Criminal Investigations  
\$2,000 stipend, prorated throughout the year on a

biweekly basis in lieu of overtime payments effective January 1, 1994. Effective January 1, 1995 this stipend shall be increased to \$2,250.

- f. Sergeant - Grand Jury Citizens Complaints  
\$2,000 stipend, prorated throughout the year on a biweekly basis in lieu of overtime payments effective January 1, 1994. Effective January 1, 1995 this stipend shall be increased to \$2,250.
- g. Sergeant - Investigator Trial Team  
\$2,000 stipend, prorated throughout the year on a biweekly basis in lieu of overtime payments effective January 1, 1994. Effective January 1, 1995 this stipend shall be increased to \$2,250.

5.5 All Sergeants who receive specialty pay under paragraph 5.4 shall continue to receive the specialty pay throughout the entire term they serve as sergeants. In addition, the Employer may create new specialties in the future in its discretion, however, no newly created specialties pay shall be less than any existing specialty rate. All sergeants shall be placed by the Employer in a specialty.

#### 6. INSURANCE AND RETIREMENT BENEFITS

6.1 The County agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the County except that in the election of the Health Maintenance Organization Medigroup Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

6.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974. Said insurance will continue under any self-insurance program or independent carrier the County may choose.

6.3 The County agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System and/or the New Jersey Policemen's and Firemen's Retirement System.

6.4 The County agrees to provide a co-payment Prescription Drug Program (\$5.00 brand name drugs; \$2.00 generic drugs) to eligible employees and their dependents; the premium costs for said program

to be paid by the County. Further, for the purpose of this Program, eligible newly hired employees shall be defined as all full-time permanent employees only.

6.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee at the rate of fifty percent (50%) of his/her accumulated unused sick time to a maximum of eighteen thousand dollars (\$18,000).

6.6 The County agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. Eligible employees, for the purposes of this Program, shall be defined as all full-time permanent and full-time unclassified employees.

6.7 The County agrees to make available the State Disability Plan and all eligible employees are required to make the co-payment and follow the procedures as outlined under this plan.

6.8 Each active employee shall have deducted from his or her salary \$5.00 per week and/or \$10.00 per pay period for all medical, dental and prescription drug insurance for a total of \$240.00 per year beginning January 1, 1994.

## 7. PAID LEAVES OF ABSENCES

7.1 Bereavement Days. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, step child, mother-in-law, father-in-law, grandmother, grandfather or any other relative living in the household of the employee, said employee shall be excused for a period beginning with the day of death or the day after the date of death to one (1) day after the funeral, but in no instance for more than five (5) consecutive days. In the event of the death of a grandparent or grandchild not living in the household of the employee, said employee shall be excused for the day of the funeral only. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than seven (7) hours pay for any one (1) day.

## 7.2 Occupational Injury Leave.

a. Any employee who is disabled because of an occupational injury or illness shall be covered by the provisions of the County's adaptation of the New Jersey Workers' Compensation Law from the day after the date of injury or illness. Said employees shall be eligible for a Leave of Absence for the entire period of disability.

Employees on an authorized Leave of absence shall be paid temporary workers' compensation benefits for the period of their disability in accordance with the eligibility criteria established by the New Jersey Workers' Compensation Law. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave credits shall not accrue during this period of disability.

b. Any employee who is disabled as the result of an occupational injury or illness directly attributable to the unique duties and responsibilities of a Superior Officer shall be granted a leave of absence with full pay for the entire period of disability, such leave of absence to be limited to a maximum period of one (1) year from date of injury or illness. The Prosecutor shall determine whether an injury is directly attributable to the unique duties of a Superior Officer.

c. Employees returning from an authorized leave of absence as set forth in (a) and (b) above shall be restored to their original job classification at the appropriate rate of pay with no loss in seniority, or other employee rights, privileges and benefits except as modified above.

**7.3 Sick Leave.** All full-time permanent, full-time unclassified, full-time temporary, and full-time provisional employees shall be entitled to sick leave with pay.

a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in hourly units.

b. The minimum sick leave with pay shall accrue to any full-time permanent employee and any full-time unclassified employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of the succeeding year.

c. The minimum sick leave with pay shall accrue to any full-time temporary and/or full-time provisional employee at the rate of one (1) working day per month as earned.

d. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.



e. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article entitled "Insurance and Retirement Benefits".

f. If an employee is absent for reasons that entitle him to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.

(1) Failure to so notify his supervisor shall be cause for denial of the use of sick leave for that absence.

(2) Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.

g. (1) The Prosecutor may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

(2) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

(3) The Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by the County Medical Examiner or by a physician designated by the Medical Examiner. Such examination shall establish whether the employee is capable of performing his normal duties without limitations and that his return will not jeopardize the health of the other employees.

h. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.

i. Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except active military leave.

7.4 Personal Leave. All full-time permanent or unclassified employees covered by this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in one-half day units. Said leave shall not be taken unless 24 hours notice thereof has been given to the employee's supervisor. In the event that 24 hours notice cannot be given, said leave may be taken only upon authorization of said supervisor. The Prosecutor reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave.

7.5 Sick Leave Buy Back. Employees having accumulated ten (10) or more of their fifteen (15) sick days for that year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) of their sick days.

Any employee wishing to exercise the sick leave pay option must exercise this option by December 1 of the year in which the requirements have been met. An employee shall make this request in writing to the Chief, Division of Employee Relations. Any decision to exercise this option subsequent to December 1 of the year in which the requirements have been met shall not be considered.

7.6 Jury Duty An employee shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law.

7.7 Witness Leave When an employee is summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless the appearance is in a matter unrelated to his capacity as an employee or officer of his agency, he shall be granted necessary time off without loss of pay. In no case will this special leave be granted or credited for more than seven (7) hours in any day or 35 hours in any week. The employee shall notify the Prosecutor immediately of his requirement for this leave and subsequently furnish evidence that he performed the duty for which the leave was requested.

## 8. ABSENCE WITHOUT LEAVE

8.1 Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

8.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be unauthorized absence and may be cause for disciplinary action.

## 9. NON-PAID LEAVES OF ABSENCE

9.1 A permanent employee shall be entitled to a leave of absence without pay to accept a permanent appointment with another governmental agency in New Jersey for a period not to exceed four (4) months.

9.2 All other leaves of absence without pay shall be at the discretion of the Prosecutor.

9.3 Employees returning from authorized leaves of absence as set forth in the Paragraphs above will be restored to their original classifications and salaries which they were earning at the time leave was granted. Said employees will suffer no loss of seniority or other employee rights, privileges, or benefits, provided,

however, that sick leave, vacation leave, and longevity credits shall not accrue except for those on military leave.

10. SENIORITY

10.1 Seniority is defined as an employee's continuous length of service with the County beginning with his last date of hire.

10.2 Seniority may be given preference in layoffs, recall, vacation, and scheduling.

10.3 The Prosecutor shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of the same to the Union upon request.

10.4 The Prosecutor shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

11. HOLIDAYS

11.1 The following days are recognized paid holidays whether or not worked:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

11.2 Holidays enumerated in Paragraph 11.1 above which fall on a Saturday shall be celebrated on the preceding Friday; holidays which fall on a Sunday shall be celebrated on the following Monday; holidays which fall within an employee's vacation period shall be celebrated at the employee's option unless the Prosecutor determines that it cannot be taken because of pressure of work.

11.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the County and must have worked his full regularly scheduled workday before and after the holiday, unless such absence is authorized with pay or ordered.

12. GRIEVANCE PROCEDURE

12.1 A grievance is defined as:

- a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement; or

- b. A claimed violation, misinterpretation, or misapplication of rules and regulations, existing policy, or orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed between the employee and a supervisor and, if unresolved after discussion, shall be resolved in the following manner:

Step One: The unit representative or employee, or both, shall take up the grievance or dispute with the Prosecutor within ten (10) days of its or reasonable knowledge of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Prosecutor shall render a decision in writing.

Step Two: If the grievance has not been settled within fifteen (15) days after receipt of the written reply of the Prosecutor, the unit may request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties; it being understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

12.2 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

12.3 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives, employees, and employment representatives regarding matters of employee representation, during working hours and without loss of pay provided, however, that all said employees shall secure the permission of their immediate superiors, which permission shall not be unreasonably withheld.

### 13. SAFETY AND HEALTH

13.1 The Employer shall at all times maintain safe and healthful working conditions.

13.2 The Employer and the Union shall each designate a safety committee member and two alternates. It shall be the joint

responsibility of the members or their alternates to investigate and correct unsafe and unhealthful conditions. The members or their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union or one of his alternates, with the approval of the Employer, shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

13.3 This safety committee shall also make recommendations to the Prosecutor regarding such topics as, but not limited to, firearms qualification, bullet proof vests, police radios and vehicle maintenance and equipment.

14. EQUAL TREATMENT

14.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership, union activities, marital status and/or any handicaps as specified under the Federal Americans with Disabilities Act (ADA) legislation.

14.2 The Prosecutor and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination against any employee because of union membership or non-membership.

15. WORK RULES

15.1 The Prosecutor may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

16. ANNUAL VACATION LEAVE

16.1 All full-time permanent and full-time unclassified employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacation leave may be taken in hourly units.

16.2 Annual vacation leave with pay for all full-time permanent employees shall be earned as follows:

a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

b. After one (1) year and to completion of five (5) years, 12 working days.

c. From beginning of sixth year and to completion of tenth year, fifteen (15) working days.

d. From beginning of eleventh year and to completion of fifteenth year, 20 working days.

e. After completion of fifteenth year, 25 working days.

16.3 Annual vacation leave with pay for all full-time temporary and/ or full-time provisional employees shall be earned at the rate of one (1) day per month.

16.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

16.5 An employee who is called back to work while on authorized vacation shall be paid one (1) day's pay in addition to regular day's pay and shall not lose vacation day or days.

16.6 Vacation allowance must be taken during the current calendar year unless the Prosecutor determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of ten (10) vacation days, at the option of the employee, may be carried over from one (1) calendar year into the succeeding year.

16.7 A permanent employee who returns from military service other than any active duty for training with any military reserve or National Guard unit is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

16.8 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation for retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever an employee covered by this Agreement dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

16.9 Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to vacation leave.

16.10 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

17.

#### LONGEVITY

17.1 Every full-time employee, temporary or permanent, classified or unclassified, of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$300 commencing with the first pay of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, additional monies as set forth in the longevity schedule. The Longevity schedule is as follows:

5 years	\$ 300
10 years	\$ 700
15 years	\$1,100
20 years	\$1,600
25 years	\$2,000
30 years	\$2,400
35 years	\$2,800
40 years	\$3,200
45 years	\$3,600

Any interruption of service due to a cause beyond the control of the employee, i.e. for military service, injury, or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative period of service with the County of Mercer. Nothing contained in this Article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the adoption of this contract.

Such additional longevity payments shall be paid notwithstanding the maximum salary provided for such employment.

17.2 Law Enforcement Longevity. As of January 1, 1994 and January 1, 1995, Prosecutor's Superior Officers having completed ten (10) years of continuous law enforcement service with the County of Mercer shall receive an annual two hundred fifty (\$250) dollar stipend. Payments shall be made on a prorated basis with each salary check. Law Enforcement Longevity shall be considered in total with the salary for pension purposes.

As of January 1, 1994 and January 1, 1995, Prosecutor's Superior Officers having completed fifteen (15) years of continuous

law enforcement service shall receive an annual five hundred (\$500) dollar stipend. Payments shall be made on a prorated basis with each salary check. Law Enforcement Longevity shall be considered in total with the salary for pension purposes.

18. CLOTHING MAINTENANCE ALLOWANCE

18.1 The County agrees to provide an annual \$500 clothing maintenance allowance to all employees covered by this Agreement. This allowance shall be earned on a quarterly basis, provided the employee works a minimum of one (1) day in any calendar quarter, and shall be paid semi-annually during June and December.

18.2 New employees, retired employees, or deceased employees shall be paid a prorated share of the clothing maintenance allowance, based upon the formula set forth in Paragraph 18.1 above, payable in either June or December.

18.3 Employees covered by this Agreement who voluntarily terminate their employment with the County of Mercer or whose employment is terminated for cause shall not be entitled to payment of the clothing maintenance allowance or any prorated portion thereof.

19. JUST CAUSE

19.1 No Superior Officer shall be discharged, disciplined, reprimanded, reduced in rank or compensation without just cause.

20. PERSONNEL FILE

20.1 A Personnel file shall be maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Prosecutor and may be used for evaluation purposes by the Prosecutor.

20.2 Upon advance notice and at reasonable times, any member of the Union may at any time review his personnel file. However, this appointment for review must be made through the Prosecutor or his/her designated representative.

20.3 Whenever a written complaint or negative document or report concerning a Superior Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant may be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.



20.4 All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the Union shall subject that member to appropriate disciplinary action.

20.5 Each Employee shall be supplied with a written record of their leave balances which shall state the number of accumulated vacation hours, sick hours, personal hours, and any other time which is available to the Employee, at least once a year.

21. CHILD CARE/MATERNITY

21.1 A permanent female employee covered by the terms of this agreement shall be entitled to a leave without pay for maternity purposes. Said leave shall be granted for a three month period upon written certification of the employee's physician that she is unable to work due to her pregnancy and/or childbirth and may be extended for additional three month periods. This certification is subject to approval by the County Physician. Further, all employees shall be required to be examined by the County Physician and certified by him/her as fit to return to work prior to their return to work.

21.2 Notwithstanding the provisions of Article 7.3 (Sick Leave with pay) and Article 21.1 (Maternity Leave without pay), a permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of one year. Said leave shall commence effective upon the date of birth of the employee's child and under no circumstances shall it be extended beyond this one year period.

21.3 The County and the Union agree that the provisions of the Family Leave Act, NJSA 34:11B-1, shall be abided by during the term of this contract.

22. DEPARTMENTAL INVESTIGATIONS

22.1 In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The interrogation of a member of the Union shall be at a reasonable hour, preferably when the member of the Union is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Prosecutor. Unusually, it will be at the Office of the Prosecutor or the location where the incident allegedly occurred.

3. The employee shall be informed of the nature of the investigation when such employee becomes a target of the investigation.
4. The questioning shall be reasonable in length. Breaks shall be provided for personal necessities, meals, telephone calls, and rest periods as necessary.
5. At every stage of the proceedings, except for criminal investigations, the Prosecutor's Office shall afford an opportunity for a member of the Union, if he so requests, to consult with counsel and/or his Union representative.
6. In cases other than departmental investigations, if a member is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
7. Nothing herein shall be construed to deprive the Employer's Office or its officers of the ability to conduct routine and daily operations of the Department.
8. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the following two (2) circumstances exist: (1) where the employer has a reasonable belief to suspect that the employee may be using an illegal chemical substance on or off duty or abusing a legal substance (not prescribed by a physician) during duty hours; or (2) where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire department.
9. Under no circumstances shall the Prosecutor direct the taking of a polygraph or voice print examination by the employee.
10. Under no circumstances shall an employee be subject to any charge whatsoever after 45 days. The 45 day period shall be calculated consistent with N.J.S.A. 40A:14-147.
11. Employees shall not be suspended or suffer any loss in benefits until after the employee has had a departmental hearing and has been found guilty, except in cases where criminal charges have been filed.

23.

#### DISCIPLINE

23.1 Except as otherwise provided by law, no employee covered by this Agreement shall be removed from his office, employment, or position for political reasons or for any cause other than

incapacity, misconduct, or disobedience of rules and regulations established or failure to perform assigned duties, nor shall such employee be suspended, removed, fined, or reduced in rank or position therein, except for just cause as hereinbefore provided and then only upon a written complaint setting forth the charge or charges against such employee. Said complaint shall be served upon the employee so charged, with notice of a designated hearing thereon by the proper authorities, which shall not be less than 15 no more than 30 days from the date of service of the complaint. A failure to comply with said provisions as to the service of the complaint may result in dismissal of the complaint.

24.

#### LEGAL AID

24.1 Whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the employer shall provide said employee with necessary means for the defense of such action or proceeding, other than for his/her defense in a disciplinary proceeding instituted against him/her by the employer, or in a criminal proceeding instituted as a result of a complaint on behalf of the employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the employer shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the reasonable expense of his/her defense.

25.

#### OFF-DUTY ACTION

25.1 Employees covered by this Agreement are recognized to have the full power of arrest for any crime committed in said employee's presence and committed anywhere within the territorial limits of the State of New Jersey. Whenever said employee acts under such authority, the said employee shall have all of the immunities from court liability and shall have all of the Pension, relief, disability, workers' compensation, and other benefits enjoyed while performing duties directly for the Mercer County Prosecutor's Office. The intent of this clause is to provide employees covered by this Agreement with that same level of benefits as is recognized and provided under 40A:14-152.1, 40A:14-152.2, 2A:157-2, and 2A:157-10.

26.

#### PRESERVATION OF EXISTING BENEFITS

26.1 The provisions of any valid and existing Mercer County Ordinances or Resolutions validly providing employment benefits with regard to matters covered by this Agreement shall remain in effect unless this Agreement provides some other benefit.

26.2 In the event the employer, County of Mercer, or their designee negotiates an improvement in any fringe benefit on a County-wide basis, then the employees in this bargaining unit shall have the

right to request immediate negotiations as to such issue only, any other provisions of this Agreement to the contrary notwithstanding.

26.3 The Prosecutor of the County of Mercer agrees that all employment benefits shall be maintained at the existing standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

27.

#### UNION SECURITY

27.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the tenth (10th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions are defined and shall be made in compliance with "Title 52 of the Revised Statutes" as amended by Chapter 345, P.L. 1981. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of January 1 or July 1 of the next succeeding date on which written notice of withdrawal is filed by an employee with the Employer and the Union.

27.2 Dues deductions for any employee covered by the terms and conditions of this Agreement shall be limited to the Prosecutor's Superior Officers Unit. Existing written authorization for dues deduction to an employee organization other than the Prosecutor's Superior Officers Unit must be terminated within 60 days of the date of execution of this Agreement.

27.3 Any employee in the bargaining unit of the effective date of this Agreement who does not join within 30 days of initial employment within the unit, any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit, or any temporary employee who does not join within the date of satisfactory completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

27.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action by the Employer under the provisions of this Article.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with public law 1979, Chapter 477, and N.J.S.A. 34:13A 5.4 et al.

27.5 Any employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business requested in writing to the Prosecutor. The Union shall designate no more than three (3) employees to serve as Union representatives who shall be allowed an aggregate of no more than ten (10) days in any calendar year. The Union shall provide a list of designated Union representatives to the Prosecutor and Chief of the Mercer County Division of Employee Relations.

27.6 Requests for Union business days shall not be unreasonably denied.

## 28. CLASSIFICATIONS AND JOB DESCRIPTIONS

28.1 The classifications for employees covered by this Agreement are Captain of Detectives, Captain of Investigators, Lieutenant of Investigators and Sergeant of Investigators.

28.2 When a Superior Officer's position becomes vacant and the employee is no longer on the Prosecutor's Office payroll, the Prosecutor may temporarily appoint another employee to this position. Compensation at the rate for the higher classification will take place after a ninety (90) day probationary period during which the employee will be evaluated by the Prosecutor. Upon successful completion of the evaluation and probationary period, said employee will be entitled to compensation at the higher classification retroactive to the 31st day of the temporary appointment (inclusive) and will continue to be paid at the higher pay classification until removed by the Prosecutor. Successful completion of the 90 day probationary period shall not alter the temporary nature of the appointment.

## 29. STRIKES AND LOCKOUTS

29.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employees take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

30.

OUTSIDE EMPLOYMENT

30.1 Any employee covered by this Agreement shall be entitled to hold part-time employment, provided, however, that all such employment is approved in advance by the Prosecutor. The decision of the Prosecutor shall be final and shall not be the subject of an arbitration or grievance.

31.

GENERAL PROVISIONS

31.1 The provisions of this Agreement shall only apply to those employees in the unit who are on the County payroll and actively at work on or after the date of the execution of this Agreement and those former employees whose employment was terminated by death or retirement prior to the date of execution of this Agreement.

32.

SEPARABILITY AND SAVINGS

32.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

32.2 Upon request of either party, the parties agree to meet and renegotiate any provision so affected.

33.

TERMINATION

33.1 Subject to the terms of this Agreement and the grievance procedure, the Prosecutor has the right and responsibility to direct the affairs of the Prosecutor's Office, including the right to plan, control, and direct the operation of the personnel.

33.2 This Agreement shall be effective as of the first day of January, 1994, and shall remain in full force and effect until the 31st day of December, 1995. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be made by certified mail or personal service by October 1 of any succeeding year.

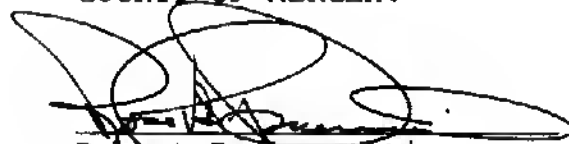
33.3 In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper offices and attested to on the 24th October 95, in the year of Our Lord, One Thousand Nine Hundred Ninety-four.

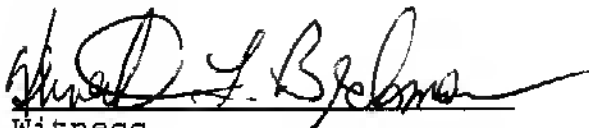
ATTEST:

  
Catherine DiCostanzo, Clerk  
Board of Chosen Freeholders

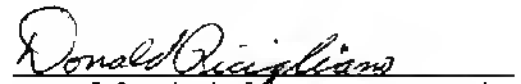
COUNTY OF MERCER:

  
Robert D. Prunetti  
Mercer County Executive

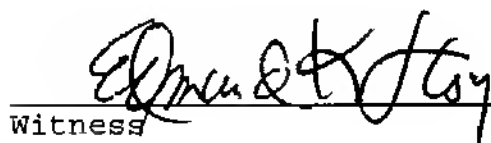
ATTEST:

  
Witness

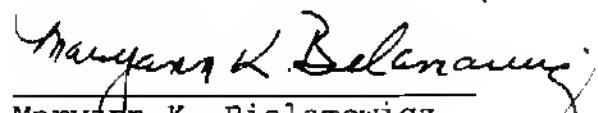
PROSECUTOR'S SUPERIOR  
OFFICERS UNIT:

  
Donald Ricigliano, Captain  
Superior Officers Unit  
Representative

ATTEST:

  
Witness

PROSECUTOR'S OFFICE:

  
Maryann K. Bielamowicz  
Mercer County Prosecutor

